

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING <b>D0-A4</b>	PAGE OF PAGES <b>1 25</b>	
2. CONTRACT NO. W911RQ-07-D-0016		3. SOLICITATION NO. W911RQ-07-R-0010		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED <b>22 Mar 2007</b>	6. REQUISITION/PURCHASE NO. SEE SCHEDULE	
7. ISSUED BY RED RIVER ARMY DEPOT DIRECTORATE FOR CONTRACTING 100 MAIN DRIVE BUILDING 431 TEXARKANA TX 75507-5000  TEL: FAX:			CODE W911RQ	8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>  TEL: FAX:		CODE	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <b>02:30 PM</b> local time <b>01 May 2007</b> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME ROSE M. SPEARMAN		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 903-334-2604		C. E-MAIL ADDRESS rose.m.spearman@us.army.mil	
<b>11. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION
<b>PART I - THE SCHEDULE</b>					<b>PART II - CONTRACT CLAUSES</b>		
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 8	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>		
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		9 - 10	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING		11	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>		
X	E	INSPECTION AND ACCEPTANCE		12 - 13	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE		14 - 16			
X	G	CONTRACT ADMINISTRATION DATA		17 - 19	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	
<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	98247	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)  STEFAN DERY / PROJ MGR, U.S. OPERATION	
		CANADIAN COMMERCIAL CORP STEFAN DERY 50 O CONNER ST SUITE 1100 OTTAWA ONTARIO K1A 0S6					
15B. TELEPHONE NO (Include area code) (613)995-7812		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED Line items 0001 thru 2004			20. AMOUNT \$4,243,200.00		21. ACCOUNTING AND APPROPRIATION See Schedule		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM Block 25
24. ADMINISTERED BY (If other than Item 7) ROSE MARY SPEARMAN PHONE: 903-334-2604 FAX: 903-334-2265 ROSE.M.SPEARMAN@US.ARMY.MIL TEXARKANA TX 75507-5000			CODE	W911RQ	25. PAYMENT WILL BE MADE BY DFAS - ROCK ISLAND OPERATING LOCATION ATTN: DFAS-RI-FPV BLDG 68 ROCK ISLAND IL 61299-8300		CODE HQ0303
26. NAME OF CONTRACTING OFFICER (Type or print) JAMES P. TIDWELL TEL: 903-334-3989 EMAIL: james.patton.tidwell@us.army.mil					27. UNITED STATES OF AMERICA <i>James Patton Tidwell</i> (Signature of Contracting Officer)		28. AWARD DATE 21-May-2007
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.							

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	0135 STRIP STOCK RUBBER FFP RUBBER, STRIP STOCK TRACK PAD, 1.5-1.75 WIDTH, .25 IN THICK, COAT STRIPS WITH ZINC STERATE SLURRY. Red River Army Depot Compound# RMT-TS FOB: Destination NSN: 264000X960135 PURCHASE REQUEST NUMBER: A5R00062180001	600,000	Pound	\$1.36	\$816,000.00
ESTIMATED NET AMT					\$816,000.00
ACRN AA CIN: A5R000621800010001					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002	0135 MASTERBATCH FFP RUBBER, 0135, IN MASTERBATCH FORM, WITH NO ACCELERATORS OR CURING AGENTS, Red River Army Depot Compound# RMT-TS FOB: Destination NSN: 264000X010262 PURCHASE REQUEST NUMBER: A5R00062180002	80,000	Pound	\$1.24	\$99,200.00
ESTIMATED NET AMT					\$99,200.00
ACRN AA CIN: A5R000621800020001					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003	0149 STRIP STOCK RUBBER FFP RUBBER, STRIP STOCK, RRAD COMPOUND ID RMT-WA, 3 IN +OR- 1-16 W X 7-16 IN +OR- 1-16 THICK, OTHER INTERESTED SOURCES NOT QUALIFIED MUST SIGN A NON-DISCLOSURE STATEMENT FOR COMPOUND INFORMATION AND SUBMIT 500 LB FOR TESTING, Red River Army Depot Compound# RMT-WA FOB: Destination NSN: 264000X970149 PURCHASE REQUEST NUMBER: A5R00062180003	2,000,000	Pound	\$1.34	\$2,680,000.00
					<hr/>
					ESTIMATED NET AMT \$2,680,000.00
ACRN AA					\$0.00
CIN: A5R000621800030001					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004	0235 STRIP STOCK RUBBER FFP RUBBER, STRIP STOCK M88 INJECTIONRUBBER, INTERNAL DESIGNATION, Red River Army Depot Compound# RMT-WAH FOB: Destination NSN: 264000X020235 PURCHASE REQUEST NUMBER: A5R00062180004	400,000	Pound	\$1.62	\$648,000.00
					<hr/>
					ESTIMATED NET AMT \$648,000.00
ACRN AA					\$0.00
CIN: A5R000621800040001					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1002 OPTION	0135 MASTERBATCH FFP RUBBER, 0135, IN MASTERBATCH FORM, WITH NO ACCELERATORS OR CURING AGENTS, Red River Army Depot Compound# RMT-TS FOB: Destination NSN: 264000X010262 PURCHASE REQUEST NUMBER: A5R00062180006	80,000	Pound	\$1.27	\$101,600.00
ESTIMATED NET AMT					\$101,600.00
ACRN AA					\$0.00
CIN: A5R000621800060001					

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1003 OPTION	0149 STRIP STOCK RUBBER FFP RUBBER, STRIP STOCK, RRAD COMPOUND ID RMT-WA, 3 IN +OR- 1-16 W X 7-16 IN +OR- 1-16 THICK, OTHER INTERESTED SOURCES NOT QUALIFIED MUST SIGN A NON-DISCLOSURE STATEMENT FOR COMPOUND INFORMATION AND SUBMIT 500 LB FOR TESTING, Red River Army Depot Compound# RMT-WA FOB: Destination NSN: 264000X970149 PURCHASE REQUEST NUMBER: A5R00062180007	2,000,000	Pound	\$1.37	\$2,740,000.00
					<hr/>
					ESTIMATED NET AMT
					\$2,740,000.00
					ACRN AA
					CIN: A5R000621800070001
					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1004 OPTION	0235 STRIP STOCK RUBBER FFP RUBBER, STRIP STOCK M88 INJECTIONRUBBER, INTERNAL DESIGNATION, Red River Army Depot Compound# RMT-WAH FOB: Destination NSN: 264000X020235 PURCHASE REQUEST NUMBER: A5R00062180008	400,000	Pound	\$1.66	\$664,000.00
					<hr/>
					ESTIMATED NET AMT
					\$664,000.00
					ACRN AA
					CIN: A5R000621800080001
					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001 OPTION	0135 STRIP STOCK RUBBER FFP RUBBER, STRIP STOCK TRACK PAD, 1.5-1.75 WIDTH, .25 IN THICK, COAT STRIPS WITH ZINC STERATE SLURRY. Red River Army Depot Compound# RMT-TS FOB: Destination NSN: 264000X960135 PURCHASE REQUEST NUMBER: A5R00062180009	600,000	Pound	\$1.44	\$864,000.00
ESTIMATED NET AMT					\$864,000.00
ACRN AA CIN: A5R000621800090001					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2002 OPTION	0135 MASTERBATCH FFP RUBBER, 0135, IN MASTERBATCH FORM, WITH NO ACCELERATORS OR CURING AGENTS, Red River Army Depot Compound# RMT-TS FOB: Destination NSN: 264000X010262 PURCHASE REQUEST NUMBER: A5R00062180010	80,000	Pound	\$1.31	\$104,800.00
ESTIMATED NET AMT					\$104,800.00
ACRN AA CIN: A5R000621800100001					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2003 OPTION	0149 STRIP STOCK RUBBER FFP RUBBER, STRIP STOCK, RRAD COMPOUND ID RMT-WA, 3 IN +OR- 1-16 W X 7-16 IN +OR- 1-16 THICK, OTHER INTERESTED SOURCES NOT QUALIFIED MUST SIGN A NON-DISCLOSURE STATEMENT FOR COMPOUND INFORMATION AND SUBMIT 500 LB FOR TESTING, Red River Army Depot Compound# RMT-WA FOB: Destination NSN: 264000X970149 PURCHASE REQUEST NUMBER: A5R00062180011	2,000,000	Pound	\$1.41	\$2,820,000.00
					<hr/>
					ESTIMATED NET AMT
					\$2,820,000.00
					ACRN AA
					CIN: A5R000621800110001
					\$0.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2004 OPTION	0235 STRIP STOCK RUBBER FFP RUBBER, STRIP STOCK M88 INJECTIONRUBBER, INTERNAL DESIGNATION, Red River Army Depot Compound# RMT-WAH FOB: Destination NSN: 264000X020235 PURCHASE REQUEST NUMBER: A5R00062180012	400,000	Pound	\$1.71	\$684,000.00
					<hr/>
					ESTIMATED NET AMT
					\$684,000.00
					ACRN AA
					CIN: A5R000621800120001
					\$0.00

# CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
0002		\$		\$
0003		\$		\$
0004		\$		\$
1002		\$		\$
2003		\$		\$
1001		\$		\$
1003		\$		\$
1004		\$		\$
2001		\$		\$
2002		\$		\$
2004		\$		\$



## Section C - Descriptions and Specifications

NOTES:

1. Red River Army Depot (RRAD) owns these formulations and desires to control access to the greatest extent possible. The formulations will be released to prospective vendors only after receipt of a signed Non Disclosure Agreement. The Non Disclosure Agreement may be downloaded at <http://www.redriver.army.mil/contracting/solicitations/07R0010/>.
2. Samples are required for Testing . Firms must submit 150 pounds of the 0135 rubber; 500 pounds of the 0149 rubber; 500 pounds of the 0235 rubber; Samples must be submitted in the proper strip size as described in the respective Contract Line Item (CLIN) above. Samples must be received at or prior to the date and time set for receipt of proposals. Testing will consist of physical properties testing, TGA and adhesion testing on a pad insert and track shoe or road wheel. .
3. Samples should be sent to Bld 493 ATTN: Danny Martin, Red River Army Depot and clearly marked as FAT Samples for Solicitation W911RQ-07-R-0010. It is further recommended that you contact the Contracting Administrator, Rose Mary Spearman (903) 334-2604 when the samples have been shipped to ensure proper receipt.
4. Standard commercial shipping is desired. All shipments will be transported in refrigerated trucks with a maximum shipping temperature of 70 Deg F. Containers used must be suitable for handling by forklift and be constructed to protect the contents against damage during shipment. The strips shall be coated with zinc stearate or equivalent dip to prevent adhesion between layers.
5. This solicitation will result in a requirements type contract for the use of Red River Army Depot only. Quantities listed are estimates only. No quantities are guaranteed. No funds are obligated by the award of the basic contract. Funds will be obligated as delivery orders are issued against the basic contract.
6. Period of contract is 12 months from the dated of contract award, plus two (12) month option years.
7. The Government intends to award a contract without discussions. Offerors are encouraged to submit their best proposals initially as there may or may not, at the Government's discretion, be an opportunity for revision.
8. This solicitation contains FAR 52.219-9 Alternate II Small Business Subcontracting Plan. Alternate II requires offerors to submit their subcontracting plans with their proposals.
9. IAW FAR 52. 246-15 Certificate of Conformance is contained in this solicitation and will be included in the resulting contract. A certificate of conformance will be required with each shipment verifying the material conforms to the requirements of the contract.
10. This solicitation includes DFAR 252.204-7004 requiring all offerors to be registered in the Central Contracting Registry.
11. Firms having previously submitted samples that have passed testing may request a waiver to the sample requirement. Waivers are not automatic and must be requested. All firms without a waiver must submit samples no later than the date and time set for receipt of proposal.
12. The government intends to order in quantities that will comprise of a full truckload (40,000 pounds minimum). Prices should be proposed accordingly.

CLAUSES INCORPORATED BY FULL TEXT

This award is being made to the Canadian Commercial Corporation in accordance with DFARS 225.870. The contract will be subcontracted in its entirety to Airboss-Defense, Acton Vale, QC, Canada JOH 1AO. This award is based upon Airboss-Defense successful participation in W911RQ-07-R-0010.

Airboss-Defense proposal dated 17 April 2007 with amendments 0001 dated 18 April 2007, amendment 0002 dated 18 April 2007, amendments 0003 thru 0005 dated 30 April 2007 and letter dated 15 May 2007 is hereby accepted as endorsed by the Canadian Commercial Corporation.

Award is made for Contract Line Item 0001 thru 0004, 1001 thru 1004 and 2001 thru 2004 only. The contract is a requirement type contract. No funds are obligated and no quantities are guaranteed by the award of this contract. Funds will be obligated and quantities will be guaranteed as delivery orders are issued against this contract.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

52.247-4049 PACKAGING & MARKING

Material is to be packaged and packed in a manner to afford adequate protection against damage during shipment from supply source

to destination. Package and pack shall conform to the applicable carrier rules, regulations and tariffs and may be the industry standard commercial practice. All unit, intermediate and exterior packs shall, as a minimum, be marked as follows by any means which provides legibility and durability: Federal Stock Number and/or Manufacturer's Part Number; Noun; Quantity; Purchase Order Number; Requisition Number; Mark for Bldg; and Ship To. Exterior shipping containers shall contain a packing list or other documentation setting forth contents.

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

"I certify that on \_\_\_\_\_ [insert date], the \_\_\_\_\_ [insert Contractor's name] furnished the supplies or services called for by Contract No. \_\_\_\_\_ via \_\_\_\_\_ [Carrier] on \_\_\_\_\_ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

Date of Execution: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

(End of clause)

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	12 mths. ADC	600,000	RED RIVER ARMY DEPOT DARLENE PHELPS XR CONSOL PROP OFF DDRT BLDG 499 10TH STREET AND K AVENUE TEXARKANA TX 75507-5000 903-334-3818 FOB: Destination	W45G18
0002	12 mths. ADC	80,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45G18
0003	12 mths. ADC	2,000,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45G18
0004	12 mths. ADC	400,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45G18
1001	12 mths. ADC	600,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45G18
1002	12 mths. ADC	80,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45G18
1003	12 mths. ADC	2,000,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45G18
1004	12 mths. ADC	400,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45G18
2001	12 mths. ADC	600,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45G18
2002	12 mths. ADC	80,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45G18
2003	12 mths. ADC	2,000,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45G18
2004	12 mths. ADC	400,000	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45G18

CLAUSES INCORPORATED BY REFERENCE

52.247-34

F.O.B. Destination

NOV 1991

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-9 DESIRED AND REQUIRED TIME OF DELIVERY (JUN 1997)

(a) The Government desires delivery to be made according to the following schedule:

## DESIRED DELIVERY SCHEDULE

Delivery on each line item ordered shall be delivered within 30 days after issuance of each delivery order.

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's required delivery schedule as follows:

Delivery on each line item ordered shall be delivered within 45 days after issuance of each delivery order.

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

## OFFEROR'S PROPOSED DELIVERY SCHEDULE

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## WITHIN DAYS

ITEM NO. QUANTITY AFTER DATE

OF CONTRACT

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(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be

transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

#### 52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to all line items.

(End of clause)

#### 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

#### 52.211-4009 DELIVERIES TO RED RIVER ARMY DEPOT (RRAD)

Receiving hours at Red River Army Depot are from 7:00 AM to 1:00 PM, Monday through Friday (excluding Federal holidays). Telephone (903) 334-3520.

#### 52.212-4034 HOLIDAY CLOSING

Red River Army Depot will be closed during the period between Christmas Eve and New Year's Day, 24 Dec 06 through 1 Jan 07. Contractors must plan and price their work and deliveries to reflect this closure.

#### 52.246-4002 PARTIAL SHIPMENTS

Partial shipments are authorized.



## Section G - Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

AA: Funds will be cited on each delivery order issued

AMOUNT: \$0.00

CIN A5R000621800010001: \$0.00

CIN A5R000621800020001: \$0.00

CIN A5R000621800030001: \$0.00

CIN A5R000621800040001: \$0.00

CIN A5R000621800050001: \$0.00

CIN A5R000621800060001: \$0.00

CIN A5R000621800070001: \$0.00

CIN A5R000621800080001: \$0.00

CIN A5R000621800090001: \$0.00

CIN A5R000621800100001: \$0.00

CIN A5R000621800110001: \$0.00

CIN A5R000621800120001: \$0.00

## CLAUSES INCORPORATED BY FULL TEXT

## 52.232-4059 CONTRACTOR INVOICE

Payment will be made via Electronic Fund Transfer to the EFT address loaded in the Central Contractor Register (CCR).

Following are items that must be on your invoice:

1. Name and address of contractor/vendor.
2. Invoice date.
3. Contract or purchase order number.
4. Line item number, with description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed.
5. Shipping and payment terms (for example, shipment number and date of shipment, prompt payment discount terms). Bill of lading number and shipment will be shown for shipments on government bills of lading.
6. Name and address of contractor official to whom payment is to be sent (if remittance is to an address other than that on contract/purchase order, and a proper "Notice of Assignment" or separate remittance address is indicated in contract/purchase order).
7. Name, title, telephone number and mailing address of person to be notified in event of a defective invoice.
8. Any other information or documentation required by the contract/purchase order (evidence of shipment, acceptance test, etc.).

Invoice must be marked "Original".

Mail or fax all invoices to the following address:

DFAS - Rock Island Operating Location

ATTN: DFAS-RI-FPV Bldg 68  
Rock Island, IL 61299-8300

FAX: 877-426-4270

52.242-4003 PERSON TO CONTACT AFTER AWARD

NAME: Rose Mary Spearman  
TELEPHONE: (903) 334-2604  
E-MAIL: rose.m.spearman@us.army.mil

52.242-4004 ADMINISTERING CONTRACTING OFFICER

NAME: Donald E. Kennedy

ADDRESS: Red River Army Depot  
100 Main Drive  
ATTN: AMSTA-RR-P  
Texarkana, Texas 75507-5000

TELEPHONE: (903)334-2656  
(903)334-2628 (fax)

E-MAIL: donald.kennedy1@us.army.mil

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAY 2006)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dod.mil/dfas/>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

#### G1. REMITTANCE ADDRESS

Address to which payments should be mailed if such address is different from address shown in Block 15A of SF 33:

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(Company Name)

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(Street/Post Office Box)

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(City/State/Zip Code)

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt I	Small Business Subcontracting Plan (Sep 2006) Alternate I	OCT 2001
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.230-2	Cost Accounting Standards	APR 1998
52.232-1	Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	SEP 2006
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of James P. Tidwell and shall not be binding until so approved.

(End of clause)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

(End of clause)

52.216-2 ECONOMIC PRICE ADJUSTMENT--STANDARD SUPPLIES (JAN 1997)

(a) The Contractor warrants that the unit price stated in the Schedule for \_\_\_\_\_ [offeror insert Schedule line item number] is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that (1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and (2) is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price shall be effective (i) on the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter or (ii) if the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

#### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through 36 months.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 10,000 pounds, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of : Line Items 0001,1001 and 2001- 80,000 pounds per month, Line Item 0002, 1002 and 2002-10,000 pounds per month, line items 0003,1003 and 2003-120,000 pounds per month, Line Item 0004, 1004, and 2004 – 50,000 pounds per month.

(2) Any order for a combination of items in excess of ; Line Items 0001,1001 and 2001- 80,000 pounds per month, Line Item 0002, 1002 and 2002-10,000 pounds per month, line items 0003,1003 and 2003-120,000 pounds per month, Line Item 0004, 1004, and 2004 – 50,000 pounds per month, or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 60 days after

issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after sixty (60) days following the expiration of the contract period.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES  
(DEC 2004)

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--



- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
  - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
  - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
  - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
  - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
  - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)